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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
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13 Audrey Heredia as successor-in-
14 interest to the Estate of Carlos
15 Heredia; Amy Fearn as successor-in-
16 interest to the Estate of Edith Zack;
17 and Helen Ganz, by and through her
18 Guardian ad Litem, Elise Ganz; on
their own behalves and on behalf of
others similarly situated,

19 Plaintiffs,

20 vs.

21 Sunrise Senior Living, LLC; Sunrise
22 Senior Living Management, Inc.; and
23 Does 2 - 100,

24 Defendants.
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CASE NO. 8:18-cv-01974-JLS-JDE

**STIPULATED INJUNCTION AND
ORDER**

1 This injunction (“Injunction”) is entered into and shall be enforceable against
2 Sunrise Senior Living, LLC and Sunrise Senior Living Management, Inc.
3 (collectively “Sunrise”).

4 As referenced herein, the term “Community” and “Communities” means the
5 following residential care facilities for the elderly (RCFEs) that are owned, operated
6 or managed by Sunrise: Sunrise of Beverly Hills, Sunrise at Canyon Crest, Sunrise
7 of Carmichael, Sunrise of Cupertino, Sunrise of Danville, Sunrise of Fair Oaks,
8 Sunrise of Hermosa Beach, Sunrise at La Costa, Sunrise of Mission Viejo, Sunrise
9 of Orange, Sunrise of Rocklin, Sunrise of San Mateo, Sunrise at Sterling Canyon,
10 Sunrise of Sunnyvale, Sunrise of Westlake Village, and Sunrise of Yorba Linda.

11 This Court has jurisdiction over the Parties and the claims asserted by the
12 Class Plaintiffs in this action. Within sixty (60) days of the date the Court grants
13 final approval of the Parties’ settlement in this action (herein “Effective Date”),
14 Sunrise shall implement the following injunctive relief:

15 **DISCLOSURE REQUIREMENTS**

16 1. Sunrise shall instruct all sales personnel and Executive Directors of the
17 Communities to refrain from making any oral or written statements to current or
18 prospective residents (and if applicable, family members or representatives of
19 current or prospective residents) that: (a) resident assessments are the only factor
20 used to determine, set or monitor staffing levels at Sunrise communities; and (b)
21 Sunrise adjusts staffing at its Communities whenever a new resident is admitted or
22 an existing resident’s needs change.

23 2. Subject to any required regulatory approval, Sunrise shall ensure that
24 all new Residency Agreements at its Communities entered into after the Effective
25 Date contain disclosures substantially in the form as follows: “The resident
26 assessments referenced in the Residency Agreement, including those conducted at
27 the time of admission and thereafter during a resident’s stay, are considered by
28 Sunrise in determining and setting staffing levels at the Communities. Sunrise does

1 not guarantee that it will adjust staffing levels whenever a new resident is admitted
2 or an existing resident's needs change. Sunrise does not guarantee that any resident
3 will receive a specific number of minutes or amount of care on any given day or
4 time period."

5 3. Sunrise shall ensure that the above-referenced disclosure is also
6 contained on its website and marketing materials that discuss resident assessments
7 and are made available to the general public in California after the Effective Date.

8 4. Upon inclusion of the language referenced in Paragraphs 2 and 3
9 above, Sunrise shall provide Class Counsel with copies of the revised Residency
10 Agreement and marketing materials.

11 **STAFFING REQUIREMENTS**

12 5. Not later than the Effective Date, Sunrise shall ensure that the
13 Communities continue to comply with the following regulations:

14 a. 22 CCR § 87411(a) ("Facility personnel shall at all times be sufficient in
15 numbers, and competent to provide the services necessary to meet resident needs.")

16 b. 22 CCR § 87608(a) ("Based on the individual's preadmission appraisal,
17 and subsequent changes to that appraisal, the facility shall provide assistance and
18 care for the resident in those activities of daily living which the resident is unable to
19 do for himself/herself.")

20 c. 22 CCR § 87705(c)(4) ("Licensees who accept and retain residents with
21 dementia shall be responsible for ensuring ... [t]here is an adequate number of direct
22 care staff to support each resident's physical, social, emotional, safety and health
23 care needs as identified in his/her current appraisal.")

24 6. In setting staffing at the Communities, Sunrise shall consider and apply
25 its reasonable determination of the staffing hours reasonably required to perform the
26 care tasks needed by the residents as determined by Sunrise's assessment
27 procedures, the experience and/or education of the staff, the ability of staff to
28 perform various tasks in parallel, the physical layout of the Community, and the

1 reasonable discretion of the Executive Director and/or department coordinators to
2 ensure the appropriate amount of staff.

3 7. In setting staffing at the Communities, Sunrise shall not apply an
4 automated “round down” that reduces the number of staffing hours that Sunrise
5 reasonably calculates are required to provide promised services or meet residents’
6 assessed needs.

7 **TRAINING**

8 8. For each year during the time period this Injunction is in effect, Sunrise
9 shall provide annual training to all relevant personnel (and shall maintain records of
10 the content and attendance for such training) on the following topics:

11 a. How to respond to and reset resident requests for assistance made through
12 pendant/call lights (collectively “Call Light Request/Response”), including
13 instruction to all relevant personnel on (1) responding to call lights as promptly as
14 possible under the circumstances; and (2) resetting pendant/call lights at the
15 resident’s location or, if required due to an emergency or other technical or
16 legitimate reasons, resetting at a central location.

17 b. How to properly monitor the provision of resident care; and

18 c. How to appropriately staff the Community, including without limitation,
19 how personnel should be staffed during each shift and how to respond to staff call
20 outs or other temporary vacancies.

21 **MONITORING**

22 9. Throughout the duration of the Injunction plus an additional six
23 months, Sunrise shall keep and maintain an electronic record of every Call Light
24 Request/Response, which shall include the date and time of every request, the room
25 number from which the call or request was made, and the date and time the call light
26 was reset (herein, the “Call Light Request/Response Data”).

27 10. Sunrise shall collect the Call Light Request/Response Data daily, and
28 shall review and analyze such data at least monthly, at each Community during the

1 term of the Injunction. If Sunrise determines that response times at any Community
2 exceed a reasonable time, Sunrise shall promptly take reasonable good faith
3 remedial actions, including without limitation, evaluating whether there are
4 sufficient numbers of staff and providing additional training to Community
5 personnel on how to improve response times.

6 11. Commencing three months after the Effective Date, and continuing
7 every three months thereafter throughout the term of the Injunction (the “Quarterly
8 Period”), Sunrise shall provide Class Counsel with Call Light Request/Response
9 Data with resident-identifying information redacted (including room numbers) (the
10 “Redacted Call Light Request/Response Data”) for Sunrise of Cupertino, Sunrise of
11 Orange, Sunrise of Rocklin and Sunrise of Yorba Linda for six (6) weeks from each
12 Community for the prior Quarterly Period, with the six weeks to be selected by
13 Class Counsel and identified in writing to Sunrise’s counsel within ten (10) days
14 prior to the end of the relevant Quarterly Period. All Redacted Call Light
15 Request/Response Data required under this paragraph shall be provided in standard
16 database-ready .csv or .txt file format to Class Counsel on or before close of
17 business on the 20th day following the end of the relevant Quarterly Period.

18 12. Commencing three months after the Effective Date, and continuing
19 every Quarterly Period, Class Counsel shall select six (6) Communities (the
20 “Selected Communities”) for which Sunrise shall provide Redacted Call Light
21 Request/Response Data for a 24-hour period for one day in each month of the
22 relevant Quarterly Period, selected by Class Counsel. Within ten (10) days prior to
23 the end of the relevant Quarterly Period, Class Counsel shall provide Sunrise the
24 exact days in the prior Quarterly Period in the Selected Communities from which
25 such Redacted Call Light Request/Response Data is pulled. Sunrise shall provide
26 such Redacted Call Light Request/Response Data within twenty (20) days following
27 the end of the relevant Quarterly Period.

28 13. Plaintiffs shall not use the Redacted Call Light Request/Response Data

1 for any purpose other than monitoring compliance with and enforcing this
2 Injunction. Plaintiffs shall not disclose the Redacted Call Light Request/Response
3 Data, except only for a motion to enforce this Injunction.

4 14. Sunrise shall respond to reasonable inquiries from Class Counsel
5 regarding such Redacted Call Light Request/Response Data.

6 **OTHER PROVISIONS**

7 15. Nothing stated in this Injunction shall relieve Sunrise from complying
8 with any other applicable federal or state law or regulation.

9 16. Should Plaintiffs assert that Sunrise has materially failed to comply
10 with any provision of this Injunction, Plaintiffs shall notify Sunrise in writing and
11 meet and confer in a good faith effort to resolve the dispute informally. If no
12 resolution is reached within thirty days (30) days of the date of Plaintiffs' written
13 notice, Plaintiffs may seek appropriate relief from the Court. In the event Plaintiffs
14 assert violations of Paragraph 5 herein, Sunrise reserves all rights to argue that the
15 Court should abstain in favor of the authority of appropriate regulators, including
16 the California Department of Social Services ("CDSS"), and Plaintiffs reserve all
17 rights to oppose Sunrise's argument.¹

18 17. The District Court shall retain continuing jurisdiction over all Parties
19 and over this action for purposes of the interpretation and enforcement of the terms
20 of this Injunction.

21 18. The Injunction shall remain in force and effect for a period of thirty
22 (30) months commencing on the Effective Date.

23 19. If Sunrise completely divests all ownership and operational interest in a
24 Community during the term of the Injunction (herein, "Divested Community"),
25 Sunrise shall have no continuing obligation under the Injunction as to that Divested
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27 ¹ A citation issued by the CDSS does not constitute a per se violation of this
28 Injunction.

1 Community only, but shall remain obligated as to all other Communities. The
2 provisions of this Injunction shall not apply to the new operator and/or manager of
3 the Divested Community.

4 20. If the care staffing requirements for RCFEs in California (including
5 without limitation, the regulations cited in Paragraph 5 above) are modified by
6 statute or regulation, any Party may move the Court for modification of this
7 Injunction consistent with such new statute and/or regulation.

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9 IT IS SO ORDERED, ADJUDGED AND DECREED.

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11 Dated: _____

12 Hon. Josephine L. Staton
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